EXHIBIT 35 FILED UNDER SEAL

Michael Sawyer CONFIDENTIAL 40A TTORNEYS' FYFS ONLY 2 of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

	1	UNITED STATES DISTRICT COURT	
	2	FOR THE	
	3	DISTRICT OF MINNESOTA	
	4		
	5	C.A. No. 16-cv-1054 (WMW/DTS)	
	6		
	7	FAIR ISAAC CORPORATION,)
	8	Plaintiff)
	9	v.)
1	0	FEDERAL INSURANCE COMPANY AND ACE)
1	1	AMERICAN INSURANCE COMPANY,)
1	2	Defendants)
1	3		
1	4	CONFIDENTIAL TRANSCRIPT	
1	5	ATTORNEYS' EYES ONLY	
1	6		
1	7	DEPOSITION OF MICHAEL SAWYER	
1	8	October 2, 2018	
1	9	Courtyard Marriott	
2	0	35 Foxborough Boulevard	
2	1	Foxborough, Massachusetts	
2	2		
2	3	*****	
2	4	Court Reporter: Amie D. Rumbo	

Michael Sawyer CONFIDENTIAL 40A TTORNEYS' FYFS ONLY 3 of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

	1	APPEARANCES:
	2	MERCHANT & GOULD
	3	Allen W. Hinderaker, Esq.
	4	3200 IDS Center
	5	80 South Eighth Street
	6	Minneapolis, Minnesota 55402-2215
	7	(612) 332-5300
	8	ahinderaker@merchantgould.com
	9	Counsel for the Plaintiff
1	0	
1	1	FREDRIKSON & BYRON, P.A.
1	2	Terrence J. Fleming, Esq.
1	3	200 South Sixth Street, Suite 4000
1	4	Minneapolis, Minnesota 55402-1425
1	5	(612) 492-7000
1	6	tfleming@fredlaw.com
1	7	Counsel for the Defendants
1	8	
1	9	ALSO PRESENT:
2	0	James Woodward, Vice President, Legal, Fair Isaac
2	1	Corporation
2	2	
2	3	Kevin Murphy, Senior Counsel Global Legal for
2	4	Chubb

Michael Sawyer of 69NFIDENTIAL 40ATTORNEYS', FYFS ONLY 4-of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

	Tan Isaac Corporation vs. 1	cuci	ar mourance company
1	believe I was mostly a coordinator in this effort.	1	anybody else?
2	Those two individuals were the authoritative	2	A. Ian Brodie and Russ Schreiber.
3	figures on the relationship with Chubb.	3	Q. How had they interpreted that
4	Q. Was it your understanding that the	4	clause; what was the discrepancy that you just
5	basic FICO software license excluded client	5	referenced?
6	affiliates from using the license?	6	MR. HINDERAKER: Which question do
7	MR. HINDERAKER: Could I ask a	7	want? Objection. And multiple questions.
8	clarifying question? When you say basic, are	8	Which question do you want answered?
9	you talking about the license with Chubb or	9	A. Can you clarify your question,
10	just	10	please?
11	MR. FLEMING: In general.	11	Q. What discrepancy are you
12	MR. HINDERAKER: Just a general.	12	referencing?
13	A. I'm not aware of what our standard	13	A. The extent to which the enterprise
14	language was related to affiliates, although it	14	license in amendment two applies from a territory
15	was a common item for negotiation with clients in	15	perspective.
16	general.	16	Q. What do you mean by that?
17	Q. What was a common part of	17	A. I can't speak to, you know, lan or
18	negotiation?	18	Russ's interpretation of the agreement; however,
19	A. Determining the definition of	19	based on knowledge that I had, you know, in
20	affiliates within the contracts.	20	working with Henry Mirolyuz and the team at Chubb,
21	Q. Okay. Do you recall any	21	that there may have been some use of the products
22	discussions in 2008 as to whether the FICO license	22	for Chubb businesses outside the United States.
23	agreement permitted use by a Chubb affiliate in	23	And so when I read the agreements, went back
24	Europe?	24	through the territory, I, you know, highlighted
	Page 37		Page 39
1	MR. HINDERAKER: Same clarifying	1	that to Russ Schreiber. I can't be certain on the
2	question. Are we talking about the Chubb	2	date.
3	license or just general licenses now?	3	Q. So when you say you highlighted
4	MR. FLEMING: This license.	4	that to Russ Schreiber, are you referencing an
5	MR. HINDERAKER: Okay. Thank you.	5	e-mail that you sent him at that time?
6	A. No, I do not recall any discussion	6	A. No. It would have been in
7	that took place in 2008.	7	discussion.
8	Q. Do you recall any discussions about	8	Q. Was it ever memorialized in an
9	that topic while you were at FICO?	9	e-mail?
10	A. I do.	10	A. I couldn't recall for the nine
11	Q. What do you recall?	11	years that I worked at FICO if I wrote an e-mail
12	A. I recall, at some point after I	12	or not, but most likely it was in discussion with
13	assumed responsibility as client partner for	13	Russ.
14	Chubb, reviewing the agreements and at that point	14	Q. And when was that discussion?
15	in time, I realized the territory clause within	15	A. So it would be during the period of
16	the original software license service agreement.	16	time that I was a client partner responsible for
17	And you know, it clarified for me, you know, the	17	the Chubb account. So it was somewhere between
18	scope of amendment two based on that territory	18	March 2010 and February 2014. My guess is it's in
19	clause. And it highlighted for me, you know, a	19	that period of time when I was responsible for the
20	potential discrepancy in the way that my	20	account.
21	predecessors had, you know, interpreted that	21	Q. So in responding to that question,
22	clause.	22	you were referencing the LinkedIn document, right?
23	Q. And when you're talking about your	23	A. Yes.
24	prodocesore are you referencing lan Dradio or	1 2 4	O Co you don't have a congrete
24	predecessors, are you referencing Ian Brodie or	24	Q. So you don't have a separate

Michael Sawyer of 69 FIDENTIAL 40 ATTORNEYS', FYFS ONLY 5 of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

	T WIT ISHNO COTPORTION (SV		p
1	recollection of it without referencing a document;	1	right, of use of the product to support the
2	is that fair?	2	Chubb's European business and, you know, making
3	A. That is correct. I was referencing	3	Russ aware that upon my reading of the contract,
4	Exhibit 72 just to refresh my mind of the period	4	despite how things have been operating previously,
5	of time in which I served in that role at FICO.	5	that I did not think that was in compliance with
6	Q. Okay. So let's talk about what you	6	our license agreement.
7	had learned from Henry Mirolyuz about the use of	7	Q. Okay. So you said that. What was
8	the Blaze product for Chubb business outside of	8	Russ saying?
9	the United States. What did you learn from him?	9	A. I don't recall Russ's exact
10	A. So I in multiple conversations	10	reaction to it, other than the fact that, you
11	with Henry, largely centered around presentations	11	know, Chubb, it was an important client of ours at
12	that Henry would do internally to Chubb folks	12	the time, right, and that, you know, it was not
13	around the use of Blaze Advisor, there was	13	the right time to take action on that. So I was
14	reference to an application of Blaze Advisor for	14	not given any direction on how to proceed.
15	renewal processing, I believe, supporting their UK	15	Q. And did you follow that direction?
16	business. And I also engaged in conversations	16	A. I did.
17	with Henry about some interest that the European	17	Q. So what action were you
18	unit had around a decision simulation product that	18	contemplating or suggesting?
19	FICO also offered. But I do not recall having any	19	MR. HINDERAKER: Objection.
20	direct conversations with members of, you know, a	20	Assumes facts.
21	European team for Chubb.	21	A. I do not recall coming into that
22	Q. So was it your understanding that	22	meeting with a recommendation. You know, at this
23	prior to your determination that you had a	23	point in my career, I was a fairly junior software
24	difference in how one would interpret the license	24	sales representative, right, and so I did not have
	Page 41		Page 43
1	agreement than the manner in which your	1	a tremendous amount of experience of dealing with
2	predecessors interpreted it, that prior to that	2	these types of issues, right, and so the course
3	time, FICO had taken the position with Chubb that	3	that I took was to report my concern to my
4	the use of Blaze with regard to Chubb's Canadian	4	management.
5	company and its European company was within the	5	Q. So you didn't have a suggestion or
6	scope of the license?	6	a recommendation; rather, you came to Russ
7	MR. HINDERAKER: I have two	7	Schreiber and told him that you interpreted this
8	objections. One, it misstates his earlier	8	contract differently than he did?
9	testimony; and two, it presumes someone	9	A. Correct.
10	speaking on behalf of FICO as a corporation.	10	MR. HINDERAKER: Objection.
11	A. Yeah. I cannot speak to, you know,	11	Misstates the testimony.
12	what positions my predecessors may have taken with	12	Q. Go ahead.
13	Chubb in respect to their license agreement, so I	13	A. Correct.
14	can't answer that question.	14	Q. Okay.
15	Q. Well, you referenced this	15	A. Well, let me clarify. I went to
16	discrepancy and the manner in which your	16	him and expressed that I have a concern, right,
17	predecessors had interpreted this provision. How	17	about what I know about the Chubb account, right,
18	do you know how they had interpreted this	18	and how I interpret the contract. As I've said, I
19	provision?	19	cannot speculate on how Russ interpreted the
20	A. Sure. So I don't believe that they	20	contract.
21	ever told me this is how we interpreted it, right.	21	Q. Well, if you why did you believe
22	I think that conversation that I had with Russ	22	there was a discrepancy, then, in the way that you
23	was, you know, directed to Russ in the way that	23	interpreted it and the way your predecessors had?
24	said that I, as through my role, had become aware,	24	You've explained let me
	Page 42		Page 44
	1 dgc +2	1	i age ++

1	referencing?	1	conversation was that it was not the right time to
	•	2	take any action associated with a potential
2			license compliance issue.
3	have a Blaze ELA, and we're working on model	3	-
4	central POC.	4	Q. But he didn't agree with your he
5	Q. So why does that lead you to	5	didn't express agreement with your interpretation,
6	conclude that you had that discussion with	6	right?
7	Schreiber after that?	7	A. As I testified before, I do not
8	A. Because as you look further in the	8	remember his exact position on the subject.
9	chain, it does not appear that I raised a concern	9	Q. Okay. So Mr. Sawyer, if, in fact,
10	about Russ's perspective on the license grant that		he had a different interpretation and Exhibit 47
11	Chubb had.	11	simply reflects that different interpretation, why
12	Q. But wait a minute, I thought you	12	would the fact that he's simply reciting his
13	had said that when you raised this issue with	13	interpretation lead you to some conclusion as to
14	Russ, he said this isn't the time to raise it?	14	when that conversation with Russ occurred in which
15	A. I did testify to that. That is	15	you expressed your different interpretation?
16	correct.	16	MR. HINDERAKER: I'll object to
17	Q. Well, I mean, from your	17	that as argumentative and misstating the
18	perspective, Russ never changed his view of the	18	chronology of the testimony.
19	proper interpretation of the contract, correct?	19	A. As I've testified, I do not know
20	MR. HINDERAKER: Objection. Lack	20	what point in time I had that conversation with
21	of foundation.	21	Russ. I cannot be certain, so I cannot be certain
22	A. I can't I can't definitively say	22	whether this e-mail chain predates or postdates
23	that yes or no.	23	that conversation.
24	Q. Well, I'm saying from your	24	Q. Okay. And you're referencing the
	Page 97		Page 99
1	perspective, did you ever hear him have express	1	e-mail chain in Exhibit 47?
2	an interpretation of the contract that was	2	A. That is correct, yes.
3	consistent with your interpretation?	3	MR. FLEMING: All right. I would
4	A. Yes. At some point, his	4	like to break for lunch right now.
5	perspective and I'm not saying it was in that	5	MR. HINDERAKER: Okay.
6	meeting that I had when I first raised the issue,	6	MR. FLEMING: It's noon.
7	but Russ did at one point in time express to me	7	MR. HINDERAKER: Do you have any
8	that there would be a proper place and time to	8	guess, any guess, about the rest of the day?
9	address that potential license compliance issue.	9	MR. FLEMING: Well, I have a seven
10	You know, Russ, as the leader of our insurance	10	o'clock flight We're off the record.
11	group, had purview to things that I didn't have	11	THE VIDEOGRAPHER: Do you want to
12	purview to in the overall scope of our	12	go off the record?
13	relationships with our clients, and I followed his	13	MR. FLEMING: Please.
14	direction.	14	THE VIDEOGRAPHER: The time is
15	Q. No, I understand that. Are you	15	11:59. We're off the record.
16	saying that during that conversation that you had	16	(Break taken.)
17	with Russ in which he said something to the effect	17	THE VIDEOGRAPHER: The time is
18	of this isn't the time to raise this, that he	18	12:53. We're back on the record.
19	further said at some point, there may be a proper	19	BY MR. FLEMING:
20	time?	20	Q. Mr. Sawyer, looking at Exhibit 47,
21	A. I can't recall the exact	21	which was the last exhibit we looked at, if you
22	conversation. What I can recall is that I did	22	look at page 2, Mr. Schreiber says in his e-mail
23	discuss this issue with Russ at one point in time,	23	to Mr. Hill in which you're copied, it says quote,
24	and you know, the what I took from that	24	"They do have a Blaze ELA," unquote, and he goes
	Page 98		Page 100

Michael Sawyer CONFIDENTIAL 40A TTORNEYS' FYFS ONLY 7 of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

a page, the following e-mail, you say, quote, goes on. So why did you insert 'global'? I conversation I had with Russ, I followed up with Richard. So I can't say for cortain that I reviewed the license agreements before I drafted that e-mail. So why did you insert 'global'? I conversation in I had with Russ, I followed up with Richard. So I can't say for cortain that I reviewed the license agreements before I drafted that e-mail. A. So I can't remember for certain why you said 'global ELA.' Why do you say that? A. So I can't remember for certain why let how to add that particular word into my sentence. I would have to infer what the reason of the think of the time. I conversation with Russ, and based on the conversation that I and with Russ, I followed up with Richard. So I can't say for cortain that I reviewed the license agreements before I drafted that e-mail. C. Even though at this time you had been the client partner for close to three years? MR. HINDERAKER: Objection. Agumentative. Asked and answered. A. My statement was in response to your question before I wrote this e-mail. So I interpreted your question as before I penned this e-mail, sat I go a can't say that I did. That does not men -may statement does not mean that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not read the contracts at some point prior to drafting that e-mail. Does that make clarify? Thank you. D. During your employment at FICO, on how many occasions did you interpret a software license agreements? A. I do not know. Q. Okay. And did you make that determination after reading the license agreement and the chain here, i would be lieve		on. And then in response to that on the first	1	conversation with Russ, and based on the
3 "Richard, I am the CP for Chubb. They do have a 4 global ELA for Blaze," unquote, and the sentence goes on. 5 So why did you insert "globan"? I 7 mean, Russ Schreiber says "Blaze ELA," and then you said "global ELA" Why do you say that? 8 A. So I can't remember for certain why 1 I chose to add that particular word into my 10 I chose to add that particular word into my 11 sentence. I would have to infer what the reason 12 for that. Most likely, it was to reflect my 13 understanding of Russ's e-mail to clarify it for 14 Richard, since Richard was in the UK. But I can't 15 remember writing this e-mail in detail, so I can't 16 speak to exactly what was going through my head at 17 the time. 18 Q. And how did you clarify it, how 19 does that wording clarify the issue? 20 MR. HINDERAKER: Objection. Vague. 21 A. The Intent behind that, as I said, 21 I can't be certain, but as I'm reading the e-mail 22 and the chain hore, I would believe that my intent 23 was to clarify for Richard who was in the UK that 24 was to clarify for Richard who was in the UK that 25 to use the software for support of UK business. 26 Q. Okay, And did you make that 27 determination after reading the license agreement 28 determination after reading the license agreement 29 and the chain hore, I would believe that my intent 20 and the chain hore, I would believe that my intent 21 to use the software for support of UK business. 22 Q. Okay, By that time, you had been a 23 A. I do not know. 24 Q. Okay, By that time, you had been a 25 client partner for some time, right? 26 A. I do not know. 27 Q. Okay, By that time, you had been a 28 client partner for some time, right? 38 A. I want to be clear, right. I was 39 A. I want to be clear, right. I was 40 partner for some time, right? 41 particular customer, right? 42 particular customer, right? 43 A. I want to be clear, right. I was 44 partner for some time, right? 45 partner for some time, right? 46 partner for some time, right? 47 partner for some time, right? 48 partner for some time, right? 49 A. I	2	-		
global ELA for Blaze," unquote, and the sentence goes on. So why did you insert "global"? I mean, Russ Schreiber says "Blaze ELA" and then you said "global ELA" Why do you say that? A. So I can't remember for cortain why I chose to add that particular word into my I chose to add that				•
So why did you insert "global"? I mean, Russ Schreiber says "Blaze ELA," and then you said "global ELA." Why do you say that? A. So I can't remember for certain why I chose to add that particular word into my sentence. I would have to infer what the reason for that. Most likely, it was to reflect my understanding of Russ's e-mail to clarify it for speak to exactly what was going through my head at the time. Q. And how did you clarify it, how does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. Loan't be certain, but as 'm' reading the e-mail and the chain here, I would believe that my intent and the amendments? A. I do not know. Q. Okay. And did you make that and the amendments? A. I do not know. Q. Okay. Sy that time, you had been a client partner for close to three years? MR. HINDERAKER: Objection. Vague. This agreement or all of the days in the UK that was to clarify for Richard who was in the UK that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for close to three years? MR. HINDERAKER: Objection. A. My was to clarify it we issue? Bage 103 MR. HINDERAKER: Objection. Vague. This agreement or all of the agreements? A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On each occasion, did you responded in exhibit 4? MR. HINDERAKER: Objection. Vague. This agreement or all of the agreements? A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On each occasion, did you responded in exhibit 4? MR. HINDERAKER: Objection. Vague. This agreement or all of the agreements? A. I don't think I can answer that with any certainty. I mean, I would you give similarly to the way that you responded in each instance. MR. HINDERAKER: Objection. Vague. A. I wan to be clear, right. I was responsible for the drafting of those particular license agreements where they were drafted bac				-
so why did you insert "global?" I mean, Russ Schreiber says "Blaze ELA." and then you said "globale ELA." Why do you say that? A. So I can't remember for certain why I chose to add that particular word into my sentenco. I would have to infer what the reason interpreted your question before I word this e-mail. So I interpreted your question as before I penned this e-mail, did I go read the contract agreements, and my answer to that Is I am — cannot say that I the time. Q. And how did you clarify it. how the time. Q. And how did you clarify it. how does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. A. The Intent behind that, as I said, clarif to certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that determination after reading the license agreement and the amendments? A. To Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for closes to three years? MR. HINDERAKER: Objection. Vague. A. That is correct. Q. And you were the person responsible for the licensing process with regard to the increase agreements or the intent behind the license agreements or the intent behind the license agreements or the intent behind the license agreements when they were darted back in 2006. Q. You would agree that you would not leave the contract agreements or the intent behind the license agreements or the intent behind the license agreements when they were darted back in 2006. Q. You would agree that you would not leave the contract agreements or the intent behind the license agreements when they were darted back in 2006. Q. You would agree that you would not leave the contract agreements or the intent behind the license agreements or the intent behind the license agreements when they were darted back in 2006. Q. Would you agree that you never there was many e-mails or conversations I had, and I clam't sey				
mean, Russ Schreiber says "Blaze ELA," and then you said "global ELA." Why do you say that? A. So I can't remember for certain why lichose to add that particular word into my sentence. I would have to infer what the reason for that. Most likely, it was to reflect my linear than the meaning of Russ's e-mail to clarify it for Richard, since Richard was in the UK. But I can't remember writing this e-mail in detail, so I can't speak to exactly what was going through my head at the time. O. And how did you clarify it, how does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. A. The intent behind that, as I said, lican't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. O. Okay. And did you make that determination after reading the license agreement and the amendments? A. I don't know. O. Okay, By that time, you had been a clieite partner for some time, right? A. That is correct. O. And you were the person responsible for the fliesmisp process with regard to the particular customer, right? A. I wan to be clear, right. I was responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsib				
A. So I can't remember for certain why 11 sentence. I would have to infer what the reason 12 for that. Most likely, it was to reflect my 13 understanding of Russ's e-mail to clarify it for 14 Richard, since Richard was in the UK. But I can't 15 remember writing this e-mal in detail, so I can't 16 speak to exactly what was going through my head at 17 the time. 18 Q. And how did you clarify it, how 19 does that wording clarify the issue? 20 MR. HINDERAKER: Objection. Vague. 21 A. The intent behind that, as I said, 22 I can't be certain, but as 'I'm reading the e-mail 23 and the chain hore, I would believe that my intent 24 was to clarify for Richard who was in the UK that 25 Page 101 26 Russ's e-mail suggested that they were authorized 27 to use the software for support of UK business. 28 Q. Okay. And did you make that 29 determination after reading the einens agreement 30 determination after reading the license agreement 31 and the amendments? 32 Q. Okay. And did you make that 33 determination after reading the license agreement 34 and the amendments? 35 Q. Okay. By that time, you had been a 36 client partner for some time, right? 37 A. I do not know. 38 clear tremember for some time, right? 39 A. That its correct. 40 And you were the person responsible 41 for the licensing process with regard to the 42 particular license agreements or the intent behind 43 the illumentation after reading the icense agreement of the license agreements or the intent behind 44 the amendments? 45 A. I do not know. 46 Q. Okay. By that time, you had been a 47 client partner for some time, right? 48 a license agreements or the intent behind 49 the illumentation after reading the license agreement 40 the illumentation after reading the license agreement 41 and the amendments? 42 A. I can't say that illumentation after reading the license agreement of the licensing process with regard to the 49 particular license agreements or the intent behind 40 the license agreements when they were drafted back in 200. 40 particular license agreements				
A. So I can't remember for certain why 10 I chose to add that particular word into my 11 sentence. I would have to infer what the reason 12 for that. Most likely, it was to reflect my 13 understanding of Russ's e-mail to clarify it for 14 Richard, since Richard was in the UK but I can't 15 remember writing this e-mail in detail, so I can't 16 speak to exactly what was going through my head at 16 the time. 17 point prior to me drafting that e-mail, just that 18 Q. And how did you clarify it, how 19 does that wording clarify the issue? 20 MR. HINDERAKER: Objection. Vague. 21 A. The intent behind that, as I said, 22 I can't be certain, but as I'm reading the e-mail 23 and the chain here, I would believe that my intent 24 was to clarify for Richard who was in the UK that 25 Page 101 26 Russ's e-mail suggested that they were authorized to use the software for support of UK business. 29 Q. Okay. And did you make that 20 determination after reading the license agreement 4 and the amendments? 30 A. I do not know. 41 Q. Okay. By that time, you had been a client partner for some time, right? 42 A. That is correct. 43 A. That is correct. 44 C. And you were the person responsible of the relationship with the client. 45 I was not responsible for the relationship with the client. 46 I was not responsible for the relationship with the client. 47 I was not responsible for the relationship with the client. 48 I was not responsible for the relationship with the client. 49 I was not responsible for the relationship with the client. 40 I was not responsible for the relationship with the client. 41 I was not responsible for the relationship with the client. 42 I was not responsible for the relationship with the client. 43 I was not responsible for the relationship with the client. 44 I was not responsible for the relationship w		· · · · · · · · · · · · · · · · · · ·		
I chose to add that particular word into my sentence. I would have to infer what the reason 12 for that. Most likely, it was to reflect my 13 understanding of Russ's e-mail to clarify it for 14 kinds and the UK. But I can't 15 remember writing this e-mail in detail, so I can't 16 speak to exactly what was going through my head at 17 the time. 17 did. That does not mean - my statement does not 18 mean that I did not read the contracts at some 19 point prior to me drafting that e-mail, just that 19 did. That does not mean - my statement does not 19 mean that I did not read the contracts at some 19 point prior to me drafting that e-mail, just that 19 did not reads the contracts at some 19 point prior to me drafting that e-mail, just that 19 prior to drafting that e-mail, did. That does not mean - my statement does not mean that 1 did not read the contracts at some point prior to me drafting that e-mail, just that 19 prior to drafting that e-mail, just that 19 prior to drafting that e-mail, just that 19 prior to drafting t				-
sentence. I would have to infer what the reason for that. Most likely, it was to reflect my 12 understanding of Russ's e-mail to clarify it for 13 understanding of Russ's e-mail to clarify it for 14 Richard, since Richard was in the UK. But I can't 15 remember writing this e-mail in detail, so I can't 15 speak to exactly what was going through my head at 16 the time. 17 point prior to me drafting that e-mail, just that 1 did. That does not mean —my statement does not 17 the time. 18 Q. And how did you clarify it, how 18 Q. And how did you clarify it, how 18 Q. A. The intent behind that, as I said, 19 does that wording clarify the issue? 19 A. The intent behind that, as I said, 21 Lean't be certain, but as I'm reading the e-mail 22 and the chain here, I would believe that my intent 23 was to clarify for Richard who was in the UK that 24 to use the software for support of UK business. 2 Q. Okay. And did you make that 24 determination after reading the license agreement 24 determination after reading the license agreement 25 with and the amendments? 26 A. I do not know. 27 Q. Okay. By that time, you had been a 28 client partner for some time, right? 29 A. That is correct. 20 A. I do not know. 20 Q. And you were the person responsible for the relationship with the client. 21 particular customer, right? 21 A. I want to be clear, right. I was 21 responsible for the relationship with the client. 21 particular customer, right? 21 was not responsible for the relationship with the client. 21 livas not responsible for the drafting of those 21 particular customer, right? 22 may that with any greviewed the applicable 22 license agreements or the linest behind 15 chard with any greviewed the applicable 21 license agreements? 22 MR. HINDERAKER: Objection. Vague. 34 A. Lan't say that with certainty 21 license precluded use outside of the United States? 34 MR. HINDERAKER: Objection. Vague. 35 MR. Elemination after reading the license agreement of the linest behind 15 license agreements or the linest behind 15 license agreements		-		
for that. Most likely, it was to reflect my understanding of Russ's e-mail to clarify it for remember writing this e-mail in detail, so I can't remember writing this e-mail in detail, so I can't the time. 7 the time. 9 And how did you clarify it, how does that wording clarify the issue? 10 A. The intent behind that, as I said, I can't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 10 Co. And did you make that determination after reading the license agreement determination after reading the license agreement and the amendments? 10 A. I do not know. 11 Co. And you were the person responsible for the ricationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the drafting of those particular in 200. A. I can't say that time, you would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable either. It's very possible that I had a				
understanding of Russ's e-mail to clarify it for Richard, since Richard was in the UK. But I can't speak to exactly what was going through my head at the time. O. And how did you clarify it, how 19 does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. I can't be certain, but as 'im reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. I hat is correct. Q. And you were the person responsible for the license agreements when they were drafted back in particular clicense agreements when they were drafted back in the license agreements when they were drafted back in the license agreements when they were drafted back in the license agreements when they were drafted back in the license agreements when they were drafted back a global ELA without having reviewed the applicable licensing agreements? A. I can't say that I did. That does not mean - my statement does not mean that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not neaches right prior to drafting that e-mail, just that I did not neaches right prior to drafting that e-mail, just that I did not neaches right prior to drafting that e-mail, just that I did not neaches right prior to drafting that e-mail, just that I did not neaches right prior to drafting that e-mail. Does that make clarify? Thank you. Q. During your employment at FICO, on how many occasions did you interpret a software license agreement with respect to the issue of use outside of the United States? MR. HINDERAKER: Objection, Vague. A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On eac				-
Richard, since Richard was in the UK. But I can't remember writing this e-mail in detail, so I can't the time. Q. And how did you clarify it, how does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. I can't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And didy ou make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the drafting of those particular license agreements when they were drafted back in 2006. A. I wan to be clear, right. I was responsible for the reading with the clean. I can't say that I did not read the contracts at some point prior to me drafting that e-mail. Just that I did not necessarily read the contracts right prior to drafting that e-mail. Does that make clarify? Thank you. Q. During your employment at FICO, on how many occasions did you interpret a software license agreement with respect to the issue of use outside of the United States? Page 101 Page 103 RRISHOERAKER: Objection. Vague. This agreement or all of the agreements? A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On each occasion, did you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I want to be clear, right. I was responsible for the drafting of those particular license agreements when they were drafted back in 2006. A. I want to be clear, right. I was responsible for the drafting of those particular license agreements when they were drafted back in 2006. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended per				
remember writing this e-mail in detail, so I can't speak to exactly what was going through my head at the time. O. And how did you clarify it, how does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. A. The intent behind that, as I said, learn to clarify for Richard who was in the UK that was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. A. I can't say that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not necessarily read the contracts right to did into necessarily read the contracts and carrify? Thank you. Q. Okay. And did you make that they were authorized to use the software to license agreements? A. I don't think I can answer that with a with any certainty. I mean, I would guess it		-		
mean that I did not read the contracts at some point prior to me drafting that e-mail, just that I did not necessarily read the contracts right I did not necessarily read the contracts at some point prior to me drafting that e-mail, just that I did not necessarily read the contracts at some point prior to me drafting that e-mail, just that I did not necessarily read the contracts at some point prior to me drafting that e-mail, just that I did not necessarily read the contracts at some prior to drafting that e-mail. Does that make clarify: Thank you. Q. During your employment at FICO, on how many occasions did you interpret a software license greement with respect to the issue of use outside of the United States? Page 103 MR. HINDERAKER: Objection. Vague. A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On each occasion, did you respond in Exhibit 4? MR. HINDERAKER: Objection. Vague. A. I want to be clear, right. I was similarly to the way that you responded in Exhibit 4? MR. HINDERAKER: Objection. Vague. A. I want to be clear, right. I was sort responsible for the drafting of those in the license agreements when they were drafted back in particular license agreements when they were drafted back in particular license agreements when they were		•		,
the time. Q. And how did you clarify it, how does that wording clarify the issue? MR. HINDERAKER: Objection. Vague. Learn't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a glebal ELA without having reviewed the applicable gitter. It's very possible that I had a Lan't say that the contracts right prior to drafting that e-mail. Does that make clarify; to drafting that e-mail. Does that make clarify; to drafting that e-mail. Does that make clarify; Thank you. Q. During your employment at FICO, on how many occasions did you interpret a software license agreement thin respect to the issue of use outside of the United States? Page 103 MR. HINDERAKER: Objection. Vague. This agreement or all of the agreements? MR. FLEMING: The Chubb agreement. A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On each occasion, did you respond a similarly to the way that you responded in Exhibit 4?? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. You would agree that you would not have written		_		-
18 Q. And how did you clarify it, how does that wording clarify the issue? 20 MR. HINDERAKER: Objection. Vague. 21 A. The intent behind that, as I said, 22 I can't be certain, but as I'm reading the e-mail 23 and the chain here, I would believe that my intent 24 was to clarify for Richard who was in the UK that 25 Page 101 26 Russ's e-mail suggested that they were authorized to use the software for support of UK business. 27 Q. Okay. And did you make that determination after reading the license agreement with any certainty. I mean, I would guess it would have to be a handful of times. 28 determination after row mements? 29 A. That is correct. 20 Q. And you were the person responsible for the relationship with the client. 21 I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. 29 Q. You would agree that you would not have written litense agreements? 20 Q. You would agree that you would not have written litense agreements? 21 A. I can't say that with certainty at licensing agreements? 22 MR. HINDERAKER: Objection. Vague. 23 A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't say that I did. I'm out aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where the license agreements or the intent behind the license agreements when they were drafted back in 2006. 29 Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? 20 Responded – both as to responded and as to time frame.				
mR. HINDERAKER: Objection. Vague. A. The Intent behind that, as I said, I can't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the trafting of these in 2006. A. I can't say that with certainty A				
A. The intent behind that, as I said, I can't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I don't know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. MR. HINDERAKER: Objection. Vague. This agreement or all of the agreements? MR. FLEMING: The Chubb agreement. A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. On each occasion, did you respond a similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license agreements? A. I can't say that with certainty States? MR. HINDERAKER: Objection. Vague. Schibit 47? A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license agreements? A. I can't say that i d				
A. The intent behind that, as I said, I can't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the license agreements or the intent behind particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the relationship with the client. I was not responsible for the drafting of those I was not responsible for the drafting of those I was not responsible for the drafting of those I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license agreements? MR. HINDERAKER: Objection. Vague. A. I can't say that with certainty about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license agreements? MR. HINDERAKER: Objection. Vague. A. I can't say that with certainty about, you know				
l can't be certain, but as I'm reading the e-mail and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. O. Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. O. Okay. By that time, you had been a client partner for some time, right? A. That is correct. O. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I wan to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. A. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty A.		-		
and the chain here, I would believe that my intent was to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. O Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. O Okay By that time, you had been a client partner for some time, right? A. That is correct. O And you were the person responsible for the license; with regard to the particular customer, right? A. I want to be clear, right. I was not responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. A. I can't say that with creatinty O. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable license in gargements? A. I can't say that with responded and as to time frame.				
vas to clarify for Richard who was in the UK that Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right. I was A. I want to be clear, right. I was I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty A. I can't say that be United States? Page 103 MR. HINDERAKER: Objection. Vague. This agreement or all of the agreements? A. I don't think I can answer that With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would guess it With any certainty. I mean, I would gues that A. I can't say that lidul. I'm not aware of all the pote		_		
Page 101 Russ's e-mail suggested that they were authorized to use the software for support of UK business. O. Okay. And did you make that determination after reading the license agreement and the amendments? A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. O. Okay. By that time, you had been a client partner for some time, right? A. That is correct. O. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was A. I want to be clear, right. I was for the license agreements or the intent behind the license agreements when they were drafted back in 2006. O. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. O. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. B. Q. Would you agree that you never responded on any occasion that the Chubb software licensing agreements? A. I can't say that lift did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would not es		-		-
Russ's e-mail suggested that they were authorized to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement determination after reading the license agreement and the amendments? A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. Okay. By that time, you had been a dilent partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. You would agree that you would not leave written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty and the responded and as to time frame.		-		
to use the software for support of UK business. Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I don't think I can answer that with any certainty. I mean, I would guess it would have to be a handful of times. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was A. I want to be clear, right. I was A. I want to be clear, right the client. I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? This agreement or all of the agreements? MR. FLEMING: The Chubb agreement. A. I don't think I can answer that with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it with any certainty. I mean, I would ques it a. I don't think I can answer that with any certainty. I mean, I would quess it with any certainty. I mean, I would quess it with any certainty. I mean, I would quess it with any certainty. I mean, I would ques it would have to be a handful of times. Q. On each occasion, did you responded in a similarly to the way that you responded in a similarly to the way that you responded in a similar	1		1	-
Q. Okay. And did you make that determination after reading the license agreement and the amendments? A. I don't think I can answer that with any certainty. I mean, I would guess it with any certainty. I mean, I would guess it would have to be a handful of times. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was A. I want to be clear, right. I was A. I want to be clear, right the client. I was not responsible for the drafting of those particular license agreements or the intent behind particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty either. It's very possible that I had a MR. FLEMING: The Chubb agreement. A. I don't think I can answer that with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it with any certainty. I mean, I would gues it would have to be a handful of times. Q. On each occasion, did you responded in A. I can't sey that I did. I'm not aware of all the potential times tha	2		2	,
determination after reading the license agreement and the amendments? A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that I odd. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to time frame.	3		3	-
A. I do not know. Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements when they were drafted back in 2006. Q. You would agree that you would not have tro be a handful of times. Q. On each occasion, did you respond similarly to the way that you responded in similarly to the way that you responded in MR. HINDERAKER: Objection. Vague. MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. D. You would agree that you would not particular license agreements about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty and time frame.	4	determination after reading the license agreement	4	A. I don't think I can answer that
Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the elationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? Q. On each occasion, did you respond similarly to the way that you responded in similarly to the way that you responded in 9 Exhibit 47? Q. On each occasion, did you responded in similarly to the way that you responded in 9 Exhibit 47? D. MR. HINDERAKER: Objection. Vague. A. I can't say that it time, you had been a similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that with certainty and it is similarly to the way that you responded in 9 Exhibit 47? A. I can't say that you responded in 9 Exhibit 47? A. I can't say that you responded in 9 Exhibit 47? A. I can't say that you responded in 9 Exhibit 47? A. I can't say that you responded in 9 Exhibit 47? A. I can't say that you would not 19 I can't recall how I would have responded in each 19 I can't recall how I would have re	5	and the amendments?	5	with any certainty. I mean, I would guess it
client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was A. I want to be clear, right. I was A. I want responsible for the relationship with the client. I was not responsible for the drafting of those by articular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not pave written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that I you responded in MR. HINDERAKER: Objection. Vague. A. I can't say that I you responded in MR. HINDERAKER: Objection. Vague. A. I can't say that with certainty B. Similarly to the way that you responded in MR. HINDERAKER: Objection. Vague. A. I can't say that with certainty B. Similarly to the way that you responded in MR. HINDERAKER: Objection. Vague. A. I can't say that I had a B. Similarly to the way that you responded in MR. HINDERAKER: Objection. Vague. B. Wall of the way that you responded in MR. HINDERAKER: Objection. Vague. B. Wall of the way that I had a B. Similarly to the way that you responded in MR. HINDERAKER: Objection. Vague. B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had a B. Wall of the way that I had you agree that you never B. Wall of the way that I had I had a B. Wall of the way that I had I had a B. Wall of the way that I had I had I had I	6	A I do not know		
A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where I was not responsible for the drafting of those I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not pave written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that I did. I'm not aware of all the potential times that I his issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. A. I can't say that with certainty either. It's very possible that I had a		A. I do not know.	6	would have to be a handful of times.
Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking responsible for the relationship with the client. I was not responsible for the drafting of those I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty either. It's very possible that I had a MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that I did. I'm not about, you know, an e	7			
for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. P. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to time frame.		Q. Okay. By that time, you had been a	7	Q. On each occasion, did you respond
particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty either. It's very possible that I had a 12 aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to time frame.	8	Q. Okay. By that time, you had been a client partner for some time, right?	7 8	Q. On each occasion, did you respond similarly to the way that you responded in
A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty either. It's very possible that I had a 13 may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to time frame.	8	Q. Okay. By that time, you had been a client partner for some time, right?A. That is correct.	7 8 9	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47?
responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty either. It's very possible that I had a 14 about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to	8 9 10	 Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible 	7 8 9	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague.
15 I was not responsible for the drafting of those 16 particular license agreements or the intent behind 17 the license agreements when they were drafted back 18 in 2006. 19 Q. You would agree that you would not 19 have written that statement about there being a 20 global ELA without having reviewed the applicable 21 licensing agreements? 22 Ilicensing agreements? 23 A. I can't say that with certainty 24 either. It's very possible that I had a 25 there was many e-mails or conversations I had, and 26 I can't recall how I would have responded in each 27 instance. 28 Q. Would you agree that you never 29 license precluded on any occasion that the Chubb software 20 license precluded use outside of the United 21 States? 22 MR. HINDERAKER: Objection. Vague. 23 Responded both as to responded and as to 24 time frame.	8 9 10 11	 Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the 	7 8 9 10	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not
particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty either license agreements or the intent behind instance. It's very possible that I had a I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to time frame.	8 9 10 11 12	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right?	7 8 9 10 11	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue
the license agreements when they were drafted back in 2006. 18 Q. Would you agree that you never 19 Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? 20 Icensing agreements? 21 States? 22 MR. HINDERAKER: Objection. Vague. 23 A. I can't say that with certainty either. It's very possible that I had a 24 time frame.	8 9 10 11 12	 Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was 	7 8 9 10 11 12	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking
18in 2006.18Q. Would you agree that you never19Q. You would agree that you would not19responded on any occasion that the Chubb software20have written that statement about there being a20license precluded use outside of the United21global ELA without having reviewed the applicable21States?22licensing agreements?22MR. HINDERAKER: Objection. Vague.23A. I can't say that with certainty23Responded both as to responded and as to24either. It's very possible that I had a24time frame.	8 9 10 11 12 13	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client.	7 8 9 10 11 12 13	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where
19 Q. You would agree that you would not 20 have written that statement about there being a 21 global ELA without having reviewed the applicable 22 licensing agreements? 23 A. I can't say that with certainty 24 either. It's very possible that I had a 25 responded on any occasion that the Chubb software 26 license precluded use outside of the United 27 States? 28 MR. HINDERAKER: Objection. Vague. 29 Responded both as to responded and as to	8 9 10 11 12 13 14 15	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those	7 8 9 10 11 12 13 14	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and
have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? Ilicensing agreements? Ilicensing agreements? Ilicensing agreements and the statement about there being a global ELA without having reviewed the applicable global States? 21 States? 22 MR. HINDERAKER: Objection. Vague. 23 Responded both as to responded and as to time frame.	8 9 10 11 12 13 14 15	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind	7 8 9 10 11 12 13 14 15	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each
global ELA without having reviewed the applicable licensing agreements? 22 Indicensing agreements? 22 Indicensing agreements? 23 A. I can't say that with certainty 24 either. It's very possible that I had a 24 time frame. 21 States? 22 MR. HINDERAKER: Objection. Vague. 23 Responded both as to responded and as to 24 time frame.	8 9 10 11 12 13 14 15 16	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back	7 8 9 10 11 12 13 14 15 16	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance.
licensing agreements? 22 MR. HINDERAKER: Objection. Vague. 23 A. I can't say that with certainty 24 either. It's very possible that I had a 25 MR. HINDERAKER: Objection. Vague. 26 Responded both as to responded and as to 27 time frame.	8 9 10 11 12 13 14 15 16 17 18	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006.	7 8 9 10 11 12 13 14 15 16 17	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never
A. I can't say that with certainty 23 Responded both as to responded and as to 24 either. It's very possible that I had a 23 time frame.	8 9 10 11 12 13 14 15 16 17 18 19	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not	7 8 9 10 11 12 13 14 15 16 17 18	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software
24 either. It's very possible that I had a 24 time frame.	8 9 10 11 12 13 14 15 16 17 18 19 20	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a	7 8 9 10 11 12 13 14 15 16 17 18 19	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United
	8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States?
Page 102 Page 104	8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements?	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague.
	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. Okay. By that time, you had been a client partner for some time, right? A. That is correct. Q. And you were the person responsible for the licensing process with regard to the particular customer, right? A. I want to be clear, right. I was responsible for the relationship with the client. I was not responsible for the drafting of those particular license agreements or the intent behind the license agreements when they were drafted back in 2006. Q. You would agree that you would not have written that statement about there being a global ELA without having reviewed the applicable licensing agreements? A. I can't say that with certainty	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. On each occasion, did you respond similarly to the way that you responded in Exhibit 47? MR. HINDERAKER: Objection. Vague. A. I can't say that I did. I'm not aware of all the potential times that this issue may have come up, and you know, we're talking about, you know, an extended period of time where there was many e-mails or conversations I had, and I can't recall how I would have responded in each instance. Q. Would you agree that you never responded on any occasion that the Chubb software license precluded use outside of the United States? MR. HINDERAKER: Objection. Vague. Responded both as to responded and as to

Michael Sawyer CONFIDENTIAL 40ATTORNEYS', FYFS ONLY 8 of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

	ran isaac Corporation vs. i	cuc	Tai insurance company
1	following the question.	1	aware of the potential acquisition of Chubb by
2	Q. Okay.	2	ACE, I was asked to review the contracts related
3	A. I'm trying to.	3	to, you know, our standard provisions around
4	Q. Okay. I'll start over from the	4	assignment of a license. And so at that time, I
5	beginning.	5	would have reviewed the agreements in whole in
6	A. Sure. Sure.	6	response to, you know, that request internally.
7	Q. The question was during your	7	Q. Who asked you to review the
8	employment at FICO, on how many occasions did you	8	contracts?
9	review and interpret the software license	9	A. I can't say for certainty, but most
10	agreement relating to Chubb and address the issue	10	likely it would have been Russ Schreiber.
11	of use of Blaze outside of the United States?	11	Q. Okay. And after you were requested
12	A. I'm unclear on what you mean by	12	to do that, what happened next?
13	"address the issue." What does me addressing the	13	A. So based on us identifying the
14	issue mean in the context of your question?	14	assignment language in the contract, our
15	Q. Do you recall any discussions where	15	interpretation of the language in that, our
16	anybody at FICO inquired whether a particular use	16	understanding of the proposed acquisition of Chubb
17	of Blaze outside of the United States was within	17	by ACE, we made an outreach, or I made an outreach
18	the scope of the license?	18	specifically to a member of the Chubb sourcing
19	A. You know, well, throughout the	19	team to request a meeting to discuss the potential
20	testimony, you've presented a number of exhibits	20	acquisition and the potential impact on their
21	to me that shows that on a handful of occasions	21	existing license agreement.
22	that has that did occur, and you have, you	22	Q. Who did you reach out to?
23	know, the written responses in the e-mails of how	23	A. A gentleman by the name of Elie
24	I responded. As I testified, once I became aware	24	Merheb.
	Page 109		Page 111
1	of a potential contract compliance issue of my new	1	Q. And what was his title or role?
2	understanding of the actual language of the	2	A. He was, I believe, at that time an
3	agreement, when that issue came up again, upon	3	AVP and some vendor management type role. He had
4	review of a request from Chubb or internally,	4	been my main sourcing contact on a prior contract
5	whatever sparked that meeting, is when I escalated	5	that I had negotiated for professional services,
6	the issue to Russ Schreiber, who again was my boss	6	and at the time, he had directed me that he was my
7	and actually was the representative of FICO who	7	main point of contact for contracting with Chubb.
8	negotiated those contracts.	8	Q. And what happened next?
9	Q. Okay. Other than those	9	A. I did not get a response from Elie.
10	circumstances, which you've already testified	10	So my original outreach was in early December, the
11	about this morning	11	December before the transaction closed between ACE
12	A. Okay.	12	and Chubb.
13	Q the circumstances reflected in	13	Q. So December 2015?
14	the e-mails that we reviewed, and other than the	14	A. That sounds correct to me.
15	communication with Russ Schreiber that you've	15	I did not hear from Elie, so in
16	detailed, do you recall any other instance where	16	early January, I followed up with Elie via e-mail
17	you reviewed and interpreted the software license	17	to let him know that I hadn't heard a response
18	agreement dealing with Chubb in connection with an	18	back from him and raising the issue again as that
19	inquiry relating to the use of Blaze outside of	19	we were hearing that the transaction was getting
20	the United States?	20	imminent and we wanted to make sure we had an
21	A. So the only other time that I can	21	opportunity to discuss the issue with them prior
22	recall would have been in let's see, it would	22	to the transaction happening.
23	have been late 2015, I believe, when and I may	23	Q. Then what happened?
24	have the year off there, but when we were made	24	A. My recollection is that Elie then
-	Page 110	-	Page 112
	1 490 110		1 490 112

Michael Sawyer of 69 FIDENTIAL 40 ATT ORNEYS', FYFS ONLY 9 of 10/2/2018 Fair Isaac Corporation vs. Federal Insurance Company

_	in the state of th	1	
	just based on the close nature of our working		discovered what I believe to be a discrepancy
2	relationship, but I can't recall that I called him	2	between the way that, you know, Chubb had
3	at 9:00 a.m. on a specific date or anything like	3	interpreted their license and the way that FICO
4	that.	4	had been operating prior to that. At which point,
5	Q. Okay. Can you turn to Exhibit 69?	5	you know, my reading of the contract suggests that
6	A. 69. Yes.	6	the license was restricted by the territory
7	Q. The March 30th, 2016, attachment,	7	definition in the master license agreement, which
8	page 2.	8	restricted to use in the United States or to the
9	A. Okay.	9	United States territory.
10	Q. At the end of the first paragraph,	10	Q. Okay. Do you have Exhibit 47
11	Mr. Carretta says, quote, "Further, FICO had	11	before you?
12	notified its Chubb client contact prior to the	12	A. 47. Oh, here it is. Yes.
13	merger that consent was required," end quote. Do	13	Q. On the e-mail at the bottom of the
14	you know what he's referencing?	14	page, you state in an e-mail to Richard Hill, do
15	MR. HINDERAKER: Objection. Asking	15	you not, quote, "They do have a global ELA for
16	for Mr. Carretta's intention.	16	Blaze," unquote?
17	A. I do not. I can only speak to the	17	A. Yes, I see that.
18	communications that I had with Chubb prior to the	18	Q. All right. Did you ever inquire of
19	merger and that communication was with Elie in	19	anybody at Chubb what corporate entity was using
20	which I advised him that based on what we knew	20	Blaze?
21	about the potential merger, that 10.8 could apply.	21	A. Not that I'm aware of, no.
22	You know, as I recall the events, given the merger	22	Q. Do you know anybody at FICO who did
23	hadn't been completed at the time that I spoke to	23	that?
24	Elie, you know, I would not have been definitive,	24	A. No. I am not aware of that
	Page 197		Page 199
1	right, in stating that it will apply, and so when	1	transpiring.
2	I read Tom's note, that last sentence in the first	2	Q. Okay. Finally on Exhibit 82, we're
3	paragraph, I do not believe that I would have been	3	looking at the criteria for sizing Blaze Advisor
4	the person that would have communicated that it is	4	applications. Why isn't the gross written
5	required. I would have communicated that it is	5	premiums one of the criteria?
6	possible that it will be required based on what we	6	MR. HINDERAKER: Objection. Lack
7	know about the planned merger, so.	7	of foundation.
8	Q. Can you turn to Exhibit 83. I'm	8	A. I don't know. You would have to
9	referencing the e-mail from Bill Waid to Tamra	9	ask Bill Waid who generated the exhibit.
10	Pawloski dated March 23rd, 2016. Do you see the	10	Q. Okay. Would it be your testimony
11	third paragraph where it states, quote, "Given	11	that those are the when it says in the
12	this fact, I see no other outcome than Chubb	12	second paragraph where it says, "Absent these
13	extending Blaze Advisor to a global license,"	13	parameters, we can derive them from book of
14	unquote?	14	business or other key business metrics," is it
15	A. Yes, I do see that.	15	your testimony that that includes gross written
16	Q. Now, it was your opinion that they	16	premiums?
17	already had a global license, right?	17	A. So there is in what Bill has
18	MR. HINDERAKER: Objection.	18	shared here, right, with me, is a spreadsheet that
19	Misstates testimony. Time frame.	19	includes parameters. FICO also used a pricing
20	Misleading.	20	engine that is integrated with Salesforce. And as
21	A. Yeah. As I've testified, over the	21	part of that, there are drop-down fields that the
22	time of my employment at FICO, as I took over as	22	salesperson is responsible for completing. And,
23	client partner sometime thereafter of the Chubb	23	you know, upon my departure from FICO, that was in
24	account and upon reviewing the contracts, I	24	place, and gross written premium was one of the
	Page 198		Page 200